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FILED VIA FACSIMILE

PATENT APPLICATION
Docket: 7678.792

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Peter M. Allred and Neil T. Jessop

Serial No.: 10/646,443

Filed: August 22, 2003

Confirmation No.: 9485

For: KITS AND METHODS FOR BLEACHING AND
DESENSITIZING TEETH

Examiner: Todd E. Manahan

Customer No.: 022913

) Art Unit
) 3732TERMINAL DISCLAIMERCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Declarant, John M. Guynn, represents that he is the Attorney of Record for ULTRADENT PRODUCTS, INC., a corporation of the State of Utah, having a principal place of business at 505 West 10200 South, South Jordan, Utah 84095, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of ULTRADENT PRODUCTS, INC. ("Assignee"). Declarant further represents that ULTRADENT PRODUCTS, INC. is the assignee of the entire interest, as shown by the Assignment attached hereto at Exhibit A and also the Assignments recorded in the records of the U.S. Patent and Trademark Office at reel 014126,

frame 0587; reel 014125, frame 0323; reel 016774, frame 0306; and reel 16774, frame 0781, of the above-identified application, and also of copending U.S. application Serial No. 10/446,235, filed May 27, 2003; copending U.S. application Serial No. 10/446,471, filed May 27, 2003; copending U.S. application Serial No. 10/637,237, filed August 8, 2003; and copending U.S. application Serial No. 10/646,484, filed August 22, 2003, respectively. Declarant hereby further certifies that the foregoing Assignments have been reviewed by him, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of any patents that may issue from U.S. application Serial Nos. 10/446,235; 10/446,471; 10/637,237; and 10/646,484, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said patents that may issue from U.S. application Serial Nos. 10/446,235; 10/446,471; 10/637,237; and 10/646,484, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of any of said patents that may issue from U.S. application Serial Nos. 10/446,235; 10/446,471; 10/637,237; and 10/646,484, in the event that any of said patents that may issue from U.S. application Serial Nos. 10/446,235; 10/446,471; 10/637,237; and 10/646,484, later: (a) expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has all claims cancelled by a reexamination


certificate; or (c) is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

DATED this 22nd day of November 2005.

Ultradent Products, Inc.

By:


JOHN M. GYNN
Attorney for Applicant
Registration No. 36,153
Customer No. 022913

JMG:sp
SIP0000000237V001

EXHIBIT A

WHEN RECORDED RETURN TO:

Workman Nydegger
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

PATENT APPLICATION
Docket No. 7678.792
Express Mail Label No. EV302232955US

ASSIGNMENT

We, Peter M. Allred and Neil T. Jessop, of 3136 West 13680 South, Riverton, Utah 84065, and 11538 Colchester Drive, Sandy, Utah 84092 respectively, have invented an invention entitled KITS AND METHODS FOR BLEACHING AND DESENSITIZING TEETH, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 7678.792 of the law firm of Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 10264443 on August 22, 2003. (We hereby authorize the attorneys of Workman Nydegger to insert said serial number and filing date when known.)

The Assignee, Ultradent Products, Inc., a corporation of the State of Utah, having a principal place of business at 505 West 10200 South, South Jordan, UT 84095, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon,

and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Director of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

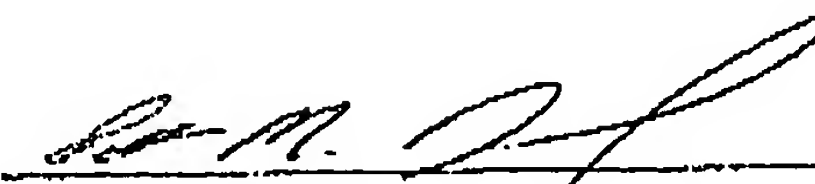
We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

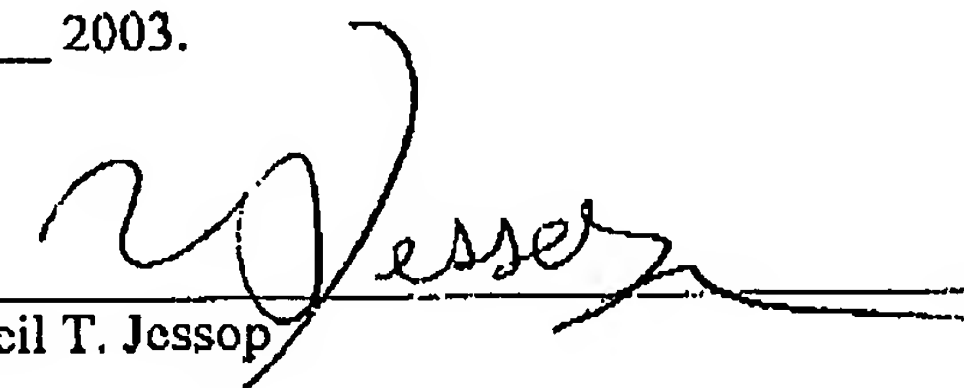
Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

DATED this 20th day of August 2003.


Peter M. Allred

DATED this 20th day of August 2003.


Neil T. Jessop

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